

Defendant.

ORDER

WHEREAS, these considerations make withdrawal appropriate here. In his supporting declaration (Dkt. 61-1), counsel stated that Defendant has repeatedly failed to pay outstanding legal bills. Defendant has also not responded to counsel's request for a retainer for the trial. Counsel also made multiple unsuccessful attempts to contact Defendant asking him to provide him with documents pertaining to the case, advising him of the upcoming trial, and requesting information to prepare for the trial. Defendant's consistent failure to pay its legal fees and

communicate with counsel makes withdrawal appropriate here;

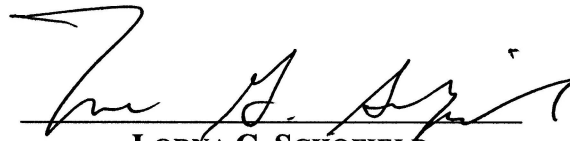
WHEREAS, “it is established that a corporation, which is an artificial entity that can only act through agents, cannot proceed pro se.” *Jones v. Niagara Frontier Transp. Auth.*, 722 F.2d 20, 22 (2d Cir. 1983); accord *Filo Promotions, Inc. v. Bathtub Gins, Inc.*, 311 F. Supp. 3d 645, 648 (S.D.N.Y. 2018). After ordering a corporate defendant to appear through counsel, if the defendant repeatedly fails to appear through counsel, a court can enter default judgment against the defendant. *Grace v. Bank Leumi Tr. Co. of NY*, 443 F.3d 180, 192 (2d Cir. 2006); *U.S. Commodity Futures Trading Comm’n v. EJS Capital Mgmt., LLC*, No. 14 Civ. 3107, 2015 WL 13359358, at *7 (S.D.N.Y. Dec. 18, 2015).

It is hereby **ORDERED** that counsel’s motion to withdraw is granted.

It is further **ORDERED** that by **September 12, 2018**, Defendant shall submit a letter stating that it has retained counsel, or specifying steps it is taking to retain counsel, or stating that it does not intend to retain counsel. If Defendant does not intend to retain counsel, default judgment will be entered against it.

The Clerk of Court is respectfully directed to terminate the motion at Dkt. No. 61.

Dated: September 5, 2018
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE